

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF WASHINGTON

In re:

Easterday Ranches, Inc., et al.,

Debtors.

Lead Case No. 21-00141-11
Jointly Administered

Chapter 11

STIPULATED ORDER RESOLVING ALLY
BANK'S MOTION FOR RELIEF FROM
AUTOMATIC STAY

Based upon the Stipulation of Ally Bank, its assignees and/or successors (“Creditor”), and Easterday Farms, chapter 11 debtor and debtor in possession (“Debtor” and collectively with Creditor, the “Parties”) by and through their respective counsel, it is hereby ORDERED:

1. This Order relates to the following 2019 Ram 3500 VIN: 3C7WR9AL7KG553159 and neither Debtor nor Creditor may seek a modification of this Order absent the written consent of both Parties.
2. Debtor has paid the February 12, 2021 and March 12, 2021 regular payments and shall continue with the April 12, 2021 regular monthly payment and thereafter to Creditor in the amount of \$1,033.41.
3. Payments shall be made to the following address:

Ally Bank, Payment Processing Center, PO Box 78234, Phoenix AZ 85062-8234.

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4. Arrearages, if any, will be paid upon the effective date of any assumption of the contract to the extent that Debtor determines to assume the contract. Any chapter 11 plan of reorganization will include provisions for treatment of Creditor's claim with terms consistent with this Order.
5. The attorney fees and costs related to the filing of this motion in the amount of \$563.00 will be paid along with the arrearages as provided in paragraph 4 above.
6. Debtor shall timely perform all other obligations under Creditor's loan documents as they come due, including, but not limited to maintaining insurance coverage.
7. In the event Debtors fail to timely perform any of the obligations set forth in this Order prior to confirmation, Creditor shall notify Debtor and Debtor's counsel of the default in writing. Debtor shall have twenty (20) calendar days from the date of the written notification to cure the default.
8. If Debtor fails to timely cure the default, Creditor shall be entitled to submit a Declaration of Default and an Order Terminating the Automatic Stay thereon on not less than two (2) business days' notice. In the event an order is entered terminating the automatic stay, it shall be immediately terminated and extinguished for all purposes as to Creditor and Creditor may proceed to commence any action necessary to obtain complete possession of Vehicle.
9. If this case is converted to another chapter, or if the automatic stay is terminated as provided herein, or if the automatic stay is terminated as a matter of law, the repayment terms of this Order shall immediately cease in effect and become null and void.
10. The stay currently in effect shall be lifted as to Creditor at the time a plan is confirmed.

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** END OF ORDER **

Presented by:

/s/ James K. Miersma
James K. Miersma, WSBA# 22062
Attorney for Ally Bank

Approved as to form and content;
Notice of Presentation waived:

/s/ Thomas A. Buford
Thomas A. Buford, WSBA #52969
Attorney for Debtor

Stipulated Order on Motion for Relief from Stay - 3
MH #WA 21-165194 CPC

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